# EXHIBIT A

### RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement ("Agreement") is entered into between Named Plaintiffs Alexander Santiago and Eric Giddens ("Plaintiffs"), on behalf of themselves and those who have joined the above-referenced lawsuit by filing a consent to join this litigation under 29 U.S.C. § 216(b) ("Opt-In Plaintiffs"), and Defendant Standard Candy Company, Inc. ("Defendant").

1. The Lawsuit. This case was brought under the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq. ("FLSA"), as well as Tennessee state law, by and on behalf of current and former employees who work, or worked, for Defendant as hourly-paid production, sanitation, maintenance, and quality assurance employees in Defendant's Nashville, Tennessee facility. Plaintiffs and Opt-In Plaintiffs claim that Defendant failed to pay them for all time worked, including overtime work, as required by the FLSA and state law. Specifically, Plaintiffs allege that they were not compensated for donning and doffing related activities before their paid shift began, during their unpaid meal breaks, and after their paid shift ended, including donning their work gear, washing, walking, waiting, and doffing their work gear. Pursuant to 29 U.S.C. § 216(b), each of the Opt-In Plaintiffs have filed consents to join this action that state, in relevant part, "I understand that I will be bound by the judgment of the court to all issues in this lawsuit, including the fairness of any settlement." Defendant denies Plaintiffs' allegations. Specifically, Defendant states that it has properly paid for all time worked, including overtime, as required by FLSA and state law, and that it has properly paid for all time for any donning and doffing of any work gear and washing, walking and waiting for meal breaks and otherwise. In accordance with

- 29 U.S.C. § 216(b), this Court conditionally certified this case as a collective action on September 13, 2013. (Doc. No. 68).
- 2. <u>Summary of Discovery, Expert Analysis, and Negotiations</u>. The parties to this action have conducted significant discovery, including Defendant taking the depositions of the two Named Plaintiffs, Plaintiffs taking ten depositions of Defendant's management, and Defendant producing hundreds of pages of documents and payroll information for thousands of employees. Both sides to this litigation have engaged experts who have assisted in the evaluation of Plaintiffs' claims and their potential damages. Plaintiffs' time study expert conducted an informal time study focused on determining an amount of unpaid time at issue for Plaintiffs. Plaintiffs' economic expert then allocated the settlement proceeds on a pro rata basis based on the results of Plaintiffs' informal time study to Plaintiffs and the Opt-In Plaintiffs, as well as to potential additional Plaintiffs (referred to below as Additional Class Members).
- 3. No Admission of Liability. The parties agree this Agreement and their settlement do not constitute an admission of liability by Defendant or an admission that Defendant has violated any provision of the FLSA, Tennessee, or any other law and/or has in any way engaged in wrongful conduct. The parties specifically agree there is no evidence of any willful violation of the FLSA. Rather, the parties agree that this is a compromise of disputed claims for which Defendant denies all liability. Nonetheless, without admitting or conceding any liability or damages, or the validity of Plaintiffs' informal time study, and to avoid the burden, expense and uncertainty of continuing litigation, Defendant has agreed to settle Plaintiffs' and Opt-In Plaintiffs' claims ("Original Class Members"), as well as the claims of potential Additional Class Members on the terms and conditions set forth in this Agreement.
  - 4. <u>Court Approval of Settlement</u>. The parties agree to submit a joint motion seeking

Court approval of this Agreement, including Defendant's agreement to pay Plaintiffs' attorney's fees in accordance with 29 U.S.C. § 216(b). The parties further agree that Plaintiffs' Motion to amend to add class action claims under Federal Rule of Civil Procedure 23 is withdrawn.

5. Payments to the Original Class Members. In exchange for the releases and promises set forth in this Agreement, and subject to the terms of this paragraph and to the Court approving this Agreement, Defendant will make payments to each Plaintiff and Opt-In Plaintiff who has joined this case ("Original Class Members") under the schedule attached to this Agreement as **Exhibit 1**. Together, these payments total \$180,000.00. As set forth on **Exhibit 1**, \$4,000.00 of this total constitutes a \$2,000.00 service payment to each of the Named Plaintiffs.

Additionally, the parties have negotiated settlement amounts for potential opt-in plaintiffs who Plaintiffs submit have not yet received adequate notice in this action ("Additional Class Members"). These potential payments to the Additional Class Members total \$56,284.06. The Additional Class Members are those for whom Plaintiffs have obtained new contact information and for whom Plaintiffs sought a re-notice on December 20, 2013. (Doc. No. 100.) These individuals, and the amounts owed to them pursuant to this Agreement, are set forth in **Exhibit 2** to this Agreement. These settlement amounts are based on the same formula that was used to determine the settlement amounts for the Plaintiffs and Opt-In Plaintiffs.

Plaintiffs shall issue a Court-approved notice (a copy of which is attached as **Exhibit 4**) of this settlement and of the opportunity to opt into this settlement pursuant to 29 U.S.C. § 216(b) to the Additional Class Members within seven (7) days of the Court's Order approving this Agreement. The Additional Class Members shall have forty-five (45) days from the date on which this notice is sent to file their consent form to be eligible for the settlement proceeds set

### forth in **Exhibit 2**.

- 6. <u>Check Distribution</u>: Defendant will prepare a separate check made payable to each individual listed on **Exhibit 1**, and to each individual listed on **Exhibit 2** who timely files a consent to join this litigation pursuant to 29 U.S.C. § 216(b), subject to applicable withholdings as set forth below. Defendant will deliver the checks to Plaintiffs' counsel within thirty (30) days of the Court entering an order approving this Agreement, for those individuals listed on **Exhibit 1**, and within thirty (30) after Plaintiffs provide Defendant with a list of all those Additional Class Members on **Exhibit 2** who timely file a consent to join this litigation pursuant to 29 U.S.C. § 216(b).
- 7. Payment of Attorney's Fees and Expenses. In exchange for the releases and promises set forth in this Agreement, and subject to the Court's approval of the settlement, Defendant agrees to pay Plaintiffs' attorney's fees and expenses in the total amount of \$200,000.00, made payable to Barrett Johnston, LLC. Plaintiffs' counsel will provide Defendant's counsel with the tax-payer identification numbers for Plaintiffs' counsel, as well as an executed W-9 form. Defendant will issue a Form-1099 to Barrett Johnston, LLC in connection with these payments.
- 8. Tax Treatment of Settlement Payments: Except for the two \$2,000 service payments, the payments set forth in **Exhibits 1 and 2** will constitute wages subject to all tax and other payroll withholdings Defendant deducts in the ordinary course of business from its payment of wages to its employees, and based upon the information provided for each plaintiff on the most recent tax forms Defendant possesses for each plaintiff from the plaintiff's employment with Defendant. All such payments will be reported on Internal Revenue Service Form W-2. The two \$2,000 service payments reflected on **Exhibit 1** shall not be subject to

withholdings and shall be reported on Internal Revenue Service Form 1099.

- 9. Release. Plaintiffs release their claims against Defendant, for all such claims arising on or before the date of the execution of this Agreement, as follows: Plaintiffs, on behalf of themselves, the Original Class Members, and any of the Additional Class Members who timely file a consent to join this litigation under 29 U.S.C. § 216(b), as well as their heirs, estates, executors, administrators, assigns, transferees, and representatives, release, promise not to sue, and forever discharge Defendant, as well as its predecessors, successors, present and former affiliates, parents, subsidiaries, insurers, officers, directors, agents, employees, members, shareholders, general partners, limited partners, owners, beneficiaries, representatives, heirs, attorneys, and assigns (including without limitation, any investors, trusts, or other similar or affiliated entities) (collectively "Releasees") from any cause of action, claims, debts, wages contracts, agreements, obligations, liabilities, suits, losses, or demands whatsoever for unpaid wages, compensatory or punitive damages, liquidated damages, costs, attorney's fees, and any other relief under the FLSA, Tennessee state law, and any other laws regarding unpaid or underpaid wages.
- 10. <u>Dismissal with Prejudice</u>. In consideration for the promises set forth in this Agreement, Plaintiffs agree that Original Class Members' claims, including the Named Plaintiffs' claims, and any of the Additional Class Members who timely file a consent to join this litigation under 29 U.S.C. § 216(b), will be dismissed upon Defendant's delivery of each individual's settlement check to Plaintiffs' counsel.
- 11. <u>Undeliverable Checks</u>. Plaintiffs' counsel will be responsible for distributing all checks to the plaintiffs. The plaintiffs will have ninety days from the date Defendant issues the checks to negotiate them. Forty-five days from the date of delivery of the checks from Defendant

to Plaintiffs' counsel, Defendant, upon request, will provide Plaintiffs' counsel with a report reflecting which checks, if any, have not been negotiated. Plaintiffs' counsel will promptly endeavor to contact any plaintiffs who have not negotiated their checks and urge them to promptly negotiate their checks. If such checks have been lost, Defendant agrees to issue a new check, minus any applicable check cancellation or re-issue fees not to exceed \$30.00. Defendant only agrees to re-issue settlement checks in this matter one time for any plaintiff whose original settlement check is lost. Defendant is not required to re-issue any check that was less than amount of the re-issue fee. After ninety days, Defendant may stop payment on any checks issued to plaintiffs that have not been negotiated. All funds from unclaimed settlement checks, including but not limited to checks that are returned or not negotiated, will revert to Defendant if the checks are not negotiated within ninety days from the date that the check is issued.

- 12. <u>Dismissal of Ineligible Plaintiffs</u>: Defendant claims, and Plaintiffs do not contest, that the Opt-In Plaintiffs set forth on **Exhibit 3** to this Agreement are ineligible to participate in this lawsuit, meaning that these individuals do not fall within the class of individuals conditionally certified by the Court in this matter. Upon the Court's approval of this Agreement, all of these individuals will be dismissed from this matter without prejudice.
- 13. <u>Severability of Provisions</u>. The provisions of this Agreement shall not be deemed severable. If this Agreement is not approved by the Court in whole, the parties agree they will attempt, in good faith, to revise this Agreement and resubmit this Agreement for approval by the Court.
- 14. <u>Knowing and Voluntary Waiver</u>. The parties acknowledge and agree that, before entering into this Agreement, they have had sufficient time to consider this Agreement and consult with legal counsel of their choosing concerning its meaning. When entering into this

Agreement, the parties have not relied on any representations or warranties made by the parties, other than the representations and warranties expressly set forth in this Agreement.

- 15. <u>Continuing Jurisdiction</u>. Nothing in this Agreement is intended to limit the Court's authority to retain continuing, and exclusive, jurisdiction over the parties to this Agreement, including the Original Class Members, including the Named Plaintiffs, and any of the Additional Class Members who timely file a consent to join this litigation under 29 U.S.C. § 216(b), for the purpose of the administration and enforcement of this Agreement.
- 16. <u>Dispute Resolution</u>. The Parties intend for any disputes regarding this Agreement to only be heard by the Court.
- 17. <u>Choice of Law</u>. The enforcement of this Agreement shall be governed, and interpreted, by, and under, the laws of the State of Tennessee.
- Plaintiffs' Authorization. Plaintiffs warrant and represent that they are the duly authorized representative of all Opt-In Plaintiffs, and Plaintiffs are authorized to make decisions on behalf of all Plaintiffs and Opt-In Plaintiffs, including settlement of Plaintiffs' and Opt-In Plaintiffs' claims against Defendant. Plaintiffs also warrant and represent, to effectuate its terms, they are expressly authorized to take all appropriate action required, or permitted, to be taken by Plaintiffs and Opt-In Plaintiffs under this Agreement.
- 19. <u>Amendment to Agreement</u>. To be effective, any amendment to the Agreement must be made in writing and signed by counsel for the parties, and then only to the extent set forth in such written amendment.
- 20. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement of the parties concerning the subjects included herein.
  - 21. <u>Captions</u>. The captions or headings of the Paragraphs of this Agreement have

been inserted for convenience only, and shall have no effect on the construction or interpretation of any part of this Agreement.

- 22. When Agreement Becomes Effective; Counterparts. This Agreement shall become effective upon execution and approval by the Court. The parties may execute this Agreement in counterparts, and execution in counterparts shall have the same force and effect as if the Parties had signed the same instrument.
- 23. <u>Facsimile and Electronic Signatures</u>. Execution by facsimile and/or electronic mail shall be deemed effective as if executed in original.
- 24. <u>Signatories</u>. Each person executing this Agreement warrants and represents such person has the authority to do so.
- 25. <u>Representation of Parties</u>. All parties have been represented by counsel throughout all negotiations which preceded the execution of this Agreement, and this Agreement is made with the consent and advice of counsel.
- 26. <u>Binding Effect</u>. The Agreement will be binding upon and inure to the benefit of the parties and their respective heirs, trustees, executors, administrators, successors, and assigns.
- 27. No Other Liability; No Representations. Other than the amount of Defendants' liability for the employer's portion of any applicable state, federal and local payroll taxes due as a result of wage payments, Defendant shall not be liable to pay additional money or contribute any additional amounts for taxes that result from payments made pursuant to this Agreement. All parties represent that they have not received, and shall not rely on, advice or representations from other parties or their agents regarding the tax treatment of payments under federal, state, or local law.

- 28. <u>Prior Assignments</u>. The parties represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights released and discharged herein.
- 29. <u>Waiver of Administrative Claims</u>. To the extent any claim waived or released by this Agreement is currently or subsequently also the subject of any state or federal investigation, enforcement, or compliance action, Defendant may rely upon the settlement amount as a complete accord and satisfaction and as a full payment of any amount otherwise assessed by a federal, state or local administrative agency or authority.
- 30. <u>Confidentiality.</u> For a period of time to expire six (6) months after the Court's final approval of this settlement, Plaintiffs' Counsel, the two Named Plaintiffs, Defendant's Counsel, and Defendant agree that they shall not disclose, issue or cause to be issued any press release or communication, nor any interest posting, and shall not otherwise communicate with any media or media representative, including but not limited to electronic or digital media, information regarding the claims asserted against the Defendant, this Agreement, or the amount of money paid to resolve the Lawsuit against Defendant, except as provided in this paragraph. If contacted by the press or other forms of media, Plaintiffs' Counsel, the two Named Plaintiffs, Defendant's Counsel, or Defendant, may state that the matter has been resolved to the satisfaction of all parties, who believe that the settlement reflects a fair and reasonable resolution of the disputed claims.

[Signatures on Following Page]

On behalf of Standard Candy, Inc.

Examples Standard Candy, Inc.

DATE

Standard Candy, Inc.

DATE

Standard Candy, Inc.

DATE

DATE

Jerry E. Martin

David W. Garrison

Scott P. Tift

Seth M. Hyatt

BARRETT JOHNSTON, LLC 217 Second Avenue North Nashville, TN 37201 Telephone: (615) 244-2202 Facsimile: (615) 252-3798 imartin@barrettjohnston.com dgarrison@barrettjohnston.com stift@barrettjohnston.com shyatt@barrettjohnston.com

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DATE

Attorneys for Defendant

		Wage	Service
<b>Employee ID</b>	Name	Payment	<b>Payment</b>
0010370	Abd Alla, Yasser Mohamed	\$248.35	
0000112	Aguilar Cornejo, Erick A	\$155.91	
0001308	Akins, Laketa Tywonett	\$263.83	
0010150	Alicea, Luis Antero	\$289.88	
0010342	Alicea, Naitza	\$269.34	
0000647	Allen, Brian Ladale	\$358.23	
0004752	Allen, Carl Ashley	\$10.00	
0004024	Alvarez, Edgar A	\$1,045.44	
0002177	Amaya, Francisco Giovanny	\$1,632.67	
9001496	Amos, Albert Lee	\$403.07	
0001761	Amos, Tenethia Nicole	\$55.78	
0007540	Amouzou, Ayovi	\$84.90	
0000918	Anteau, Joel Kelly	\$2,913.34	
0010574	Araiza, Jackie	\$10.00	
0001134	Armour, Diane G	\$332.59	
0011036	Armstrong, Markquece Deonte	\$57.39	
0011229	Artis, Murphy D	\$10.00	
0001352	Austin, Ricky Donell	\$585.27	
0001980	Ayoub, Nady Raouf	\$315.84	
0010041	Balcha, Yeayenababa	\$685.11	
0001792	Ballard, Temika Lashae	\$24.75	
0011103	Barbee, Tony	\$69.53	
0000923	Barksdale, Katherine Drive	\$2,355.46	
0002237	Barnes, Angela G	\$117.39	
0001419	Bass, James D	\$57.74	
0010929	Bates, Theodore Anthony	\$63.71	
0010943	Baxter, Lakesha Janee	\$20.21	
0010748	Bean, Valarie Helena	\$73.64	
0011077	Beard, Chandralisia Dorcel	\$37.23	
9000589	Bedwell, Ross C	\$377.43	
0010563	Bell, Carrie F	\$10.00	
0010175	Bell, Shanithia Shanta	\$321.57	
0001634	Beltran, Alba	\$1,764.56	
0002158	Benton, Mariecilla	\$193.63	
0004637	Bergantino, Osniel	\$80.85	
0002292	Bilbrew, Jaison Kyle	\$36.72	
0010237	Birdine, Charlton Webb	\$1,026.30	
0010709	Blackburn, Alysia Shonta	\$10.00	
0003986	Blair, Terrance Antoni	\$223.45	
0003835	Blakely, Sanqunette L	\$222.14	
0010736	Bond, Britteny N	\$15.04	
0002220	Bond, Marcus Dewayne	\$521.88	
0005313	Booker, Candace Latrace	\$10.00	
0001226	Borom, Wallace	\$965.39	
0000228	Boyd, Santarius Neche	\$17.60	
0011110	Bradley, Jeffery Darrell	\$10.00	
0002737	Bratcher, Deborah Ann	\$119.27	
0010281	Brinson, Andrey Omego	\$10.83	
0010281	Broadnax, Johnny L	\$84.51	
0010300	Brown, Dana Faye	\$210.97	
0000548	Brown, Deon Antonio	\$376.14	
0000340	Brown, James Shauntea	\$53.60	

Employee ID	Name	Wage Payment	Service Payment
0010024	Bryant, Demetrius Jerrod	\$748.67	- aymont
0002788	Bryant, Dennis Derrell	\$368.67	
0002860	Bryant, Johnny	\$26.91	
0003296	Buchanan Jr, Jesse Sherman	\$692.40	
0000070	Buchanan, Jr, William Hugh	\$2,986.15	
0002897	Buchanan, Myra Danyell	\$10.00	
0002364	Buendia, Evangelina	\$1,553.69	
0010737	Buford, Marcytia Latonya Renee	\$10.00	
0001452	Buford, Troy Lamont	\$129.44	
0003024	Burns, April Rena	\$291.48	
0003024	Burns, Netay A	\$964.42	
0003070	Burton, Bryant Lamont	\$92.71	
0002002	Burton, Doris S	\$1,642.39	
0001911	Burton, William C	\$1,376.32	
0010530	Calbert, Jocquieline N	\$36.32	
0010330	Carey Jr, Jerry Willie	\$299.78	
0001191	Carey, Yolanda O	\$167.32	
9000337	Carver, Charles Dale	\$1,119.67	
0010813	Carver, Jennifer Lynn		
		\$123.06	
0010650	Catchings, Bethany Seanee	\$10.00	
0010954	Chan, Vanna	\$128.91	
0003364	Chatman, Janet Marie	\$425.26	
0001252	Chism, Kendra Lee	\$148.29	
0002314	Chol, Gabriel Malual	\$1,525.36	
0003486	Christian, Towanda Yvone	\$91.00	
0010351	Chudasama, Neetee Pravin	\$10.00	
0003636	Clark Jr, Henry	\$550.18	
0010046	CLARK, DEMETRIUS MICHEL	\$10.00	
0010109	Clark, Kanitha Danielle	\$402.17	
0004952	Clark, Lakenya Monae	\$121.19	
0010161	Claybrooks, Sherreka Pauline	\$361.70	
0010848	Clement, Shaneka	\$51.14	
0002268	Cline, Audrey Y	\$10.00	
0003411	Coleman, Demetrious Abdu	\$130.25	
0002504	Contreras, Yasniel	\$158.56	
0000131	Cook, Sheila Dawn	\$67.37	
0003122	Cooper, Shirelle Ann	\$150.20	
0002335	Cortez, Josie	\$451.00	
0001058	Covington, Cecelia Yvonne	\$96.72	
0000232	Covington, Jeremiah Lamont	\$229.12	
0001167	Cox, Milton Dwayne	\$142.63	
0003078	Cox, William Zachary	\$10.00	
0010091	Coy, Paul A	\$758.81	
0011107	Craig, Shakia Lashay	\$10.00	
0010518	Crawford, Sonja N	\$148.83	
0000097	Crawley, Lashawndra Michelle	\$856.61	
0010545	Crawley, Thomas Ellis	\$153.64	
0010763	Crawley, Zesaley Mattie	\$27.76	
0002408	Crenshaw, Honey Shalyn	\$207.03	
0010476	Crisp, Savannah	\$13.73	
0010399	Crump, Shareka N	\$10.00	
0001277	Dale, Chirstina F	\$100.34	

Employee ID	Name	Wage Payment	Service Payment
0001151	Daniel, Shane L	\$4,703.93	
0000155	Darden, Brenda Denise	\$603.27	
0002070	David, Ruth Ann	\$43.25	
0010426	Davis, Antwuan Rashod	\$147.11	
0002230	Davis, Aubrey Dewayne	\$176.38	
0010659	Davis, Thaddeus Kennerth	\$10.00	
0002785	Deadwilder, Kennedy	\$311.56	
0005543	Deng, William Chuck	\$934.77	
0010882	Denson, Otis Glen	\$93.89	
0010823	Dickerson, Jasmine Shanice	\$195.62	
0010311	Divens, Alfonzo Jevalle	\$819.88	
0000554	Drews, Kenneth Marcus	\$677.29	
0005754	Dupree, Bobby Tyrone	\$757.44	
0010672	Easley, Dywon Harold	\$10.00	
0003437	Elam, Felisha Nicole	\$10.00	
0002092	Ellett, Amy L	\$43.58	
0000477	Ellis, Andrickus Donne	\$10.00	
0001493	Ellis, Lakieshia N	\$143.08	
0010170	Ellison, Lisa Miae	\$368.65	
0000617	Elnasri, Ali Ibrahim	\$940.88	
0001710	England, Mark Gaston Fol	\$825.19	
0010998	Escalera Vargas, Christy D	\$68.89	
0003786	Estmond Brame, Sharonda Denise	\$23.79	
0001639	Eubanks, Kenyatta Patric	\$510.81	
0010164	Evans, Lajuana Michelle	\$142.01	
0002038	Ferguson, Howard O'Neal	\$1,550.99	
0005098	Ferguson, William Patrick	\$77.50	
0001105	Flores, Deandre Lewis	\$443.61	
0010283	Foster, Marquisha Lanae	\$34.06	
0011060	Foushee, Angela Denise	\$65.37	
0010562	Frazier, Khalisha Laurice	\$153.45	
0010286	Gaddes, Demeitric Lonnell	\$573.03	
0003632	Gallegos, Philip Andrew	\$1,653.24	
0001986	Gant, Colatta R	\$10.00	
0004550	Gant, John Dedominic	\$44.34	
0003441	Garrett, Terry P	\$70.50	
0001719	George, Robert	\$38.08	
0000189	Giddens, Eric L	\$719.59	\$2,000.00
0010068	GLEAVES, IRA TERRELL	\$10.00	Ψ2,000.00
0002367	Gleaves, Jalisha Mone	\$10.00	
000255	Gleaves, Jennetta Faye	\$91.41	
0000233	Gleaves, Toney Tremayne	\$986.96	
0001510	Gonzalez Hernan, Roberto	\$127.52	
0002007	Gonzalez Perez, Roberto	\$133.36	
0000095	Gooch Jr, Leon Curtis	\$10.00	
0010717	Goode, Shetika Nicole	\$125.04	
0002105	Grace, Tandice Sue	\$17.30	
0002103	Graham, Alex A	\$973.70	
0010950	Graham, Marquita C	\$65.53	
0010958	Grant, Rodrica L	\$10.00	
0010956	Green, Roderic J	\$667.93	
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		Wage	Service
<b>Employee ID</b>	Name	Payment	Payment
0002656	Gunn Jr, Ronald L	\$399.83	
0002436	Guthrie, Latoya S	\$104.04	
0010081	Gutierrez Sosa, Marlene	\$318.35	
0011270	Haji, Sheikhnoor	\$192.69	
0010193	Hall, Antonio Londale	\$660.81	
0011026	Hall, Quanten D	\$173.71	
0010524	Hall, Reese L	\$171.17	
0000285	Hall, Sheila Bond	\$789.38	
0010908	Hamilton, Yolanda Lanae	\$21.45	
0010422	Harris, Laquecia Juanee	\$341.53	
0010657	Harris, Patrick Donnell	\$10.00	
0010507	Harris, Tatum Colleen	\$10.00	
0010508	Harris, Taylor Collette	\$59.53	
0002332	Harter, Larry Joe	\$16.86	
0000114	Haywood, Tamika T	\$10.00	
0010906	Henderson, Donyale T	\$94.16	
0010808	Henderson, Samuel Windell	\$315.32	
0002931	Henry, Phylicia R	\$10.00	
0001823	Hernandez, Eusebio	\$73.14	
0000604	Hernandez, Jorge Burelos	\$802.63	
0000835	Hernandez, Kenneth Giovann	\$229.63	
0000733	Hernandez, Magdelena	\$13.48	
0000735	Hicks, Anthony E	\$1,425.08	
0002334	Hicks, Willie C	\$1,131.00	
0010062	HIGGINS, KARMELITA LATR	\$19.97	
0003763	Hill, Jennye S	\$596.52	
0003703	Hilliard, Darrell Djuan	\$10.00	
0010800	Holbrooks, Shaterryia Lashay	\$10.00	
0011200	Holt, Felisha Diane	\$202.72	
		•	
0011053	Holt, Virginia N	\$10.00	
0011111	Horne, Amber Kioerra	\$22.00	
0000713	Horne, Ashley Tierra	\$339.32	
0010861	Horne, Cimian Avila	\$10.00	
0011195	Howard, Alonzo Irvin	\$10.00	
0010734	Howard, Oliver	\$49.14	
0004292	Howse, Vickie Lynn	\$608.64	
0001038	Hunter, Jr, Robert Henry	\$181.13	
0001989	Hunter, Saterria Nicole	\$10.00	
0010202	Hurt, Carlos	\$734.27	
0002829	Hyde, Demario Desmont	\$1,361.24	
0002241	Ido, Ibrahim	\$1,072.27	
0010658	Ingle, Jasmine Natalie	\$58.58	
0001511	Iraldo, Depreme Tykeith	\$237.27	
0010354	Ishak, Haydi Fayek Adli	\$221.92	
0010700	Jackson, Beverly Kay	\$230.36	
0003346	Jackson, Geary Neville	\$938.91	
0011318	Jackson, Kimberly L	\$41.33	
0000527	James, Joanna M	\$387.54	
0002101	Jennings, Charlotte D	\$98.31	
0003827	John, Manuila	\$96.03	
0010678	Johnson, Antionette N	\$84.93	
0000340	Johnson, Barbara J	\$185.97	

Employee ID	Name	Wage	Service
0010513	Johnson, Brandi Elaine	Payment \$10.00	Payment
0010313	Johnson, Diamond Laneishya	\$10.00	
0003043		\$288.60	
	Johnson, Edward Lee		
0001148	Johnson, James Hollis	\$576.67	
0010773	Johnson, James Kenneth	\$320.07	
0010294	Johnson, Lakisha Rasha	\$48.23	
0001662	Johnson, Latrice Leshaun	\$333.88	
0000693	Johnson, Melodie Shuon	\$1,062.84	
0010791	Johnson, Patricia Ann	\$48.24	
0010634	Johnson, Quiana R	\$194.41	
0011114	Johnson, Trevor E	\$47.89	
0003344	Jones, Donna F	\$63.07	
0010827	Jones, Higi Lajean	\$63.31	
0002043	Jones, Kotresa Lamica	\$705.52	
0011014	Jones, Nobelean	\$98.08	
0010532	Jones, Stephanie	\$127.86	
0001004	Jones, Walter Deon	\$474.95	
0010724	Jones, Willie R	\$122.58	
0000231	Jordan, Sabrina D	\$330.28	
0010793	Jordan, William Henry	\$159.48	
0002782	Kamphouthasak, Vankham	\$225.29	
0000949	Keen Jr, Steven Ray	\$44.85	
0000724	Keovongsoth, Phouvin	\$542.35	
0010264	Kerley, Tomaz	\$993.39	
0001309	King, Dezerick Lorenz	\$194.80	
0001566	King, Heidi Louise	\$10.00	
0010573	Laury, Antwan Montez	\$20.47	
0010727	Lay, Steve Brandon	\$49.49	
0002389	Leary, April Lashett	\$341.07	
0011011	Lee, Kenneth W	\$193.88	
0002311	Lee, Octavia	\$2,206.32	
0001979	Leiva Amaya, Manuel	\$14.85	
0010382	Lewis, Nathan Cody	\$10.00	
0010274	Lewis, Tamika L	\$458.93	
0011170	Lilly, Gerald Lee	\$10.00	
0011041	Lilly, Shaundra Denise	\$62.87	
0000501	Livingston, Virginia P	\$417.26	
0010934	Londa Sasa, Benjamin Ngolo	\$58.32	
0003772	Love, Allantye M	\$209.56	
0010406	Love, Kimberly Dawn	\$10.00	
0010149	Lowe, Derrick Erwin	\$266.81	
0011156	Lymon, Amelia Cassandra	\$10.00	
0003026	Lyons, Savitri Yvette	\$403.18	
0001722	Majors, Terrance E	\$190.45	
0002134	Malone, Joey	\$1,242.50	
0007070	Mann, Sheila R	\$37.95	
0001687	Manrrique Fundo, Alejandro	\$11.34	
0001741	Marrison, Ryan Clarke	\$363.97	
001741	Martin, Michael Lamont	\$10.00	
0010761	Martin, Tamarra Joy	\$82.41	
0000491	Martinez, Nora Elizabeth	\$151.28	
0000491	Matsimela, Aysha	\$62.07	

		Wage	Service
Employee ID	Name	Payment	Payment
0010272	Matthews, Chaz E	\$371.21	
0001323	Mayo, Dana R	\$250.29	
0011062	McCauley, James Donald	\$23.17	
0003703	Mccollough, Demetrice	\$26.88	
0010232	McCoy, Jerry W	\$2,938.54	
0004043	McDowell, Shequita Denise	\$28.10	
0003582	McGlothen, Andrew Fitzgera	\$10.00	
0001889	McLemore, Brandon Montel	\$401.83	
0010457	McNeil, Darien Terrell	\$521.07	
0002403	Meachem, Juliet Laure	\$268.89	
0001895	Medley, Keptin Malverse	\$84.60	
0000200	Mendoza, Dina	\$500.39	
0001583	Menzie, Darryl Antoine	\$59.12	
0000135	Miller, Dana Marie	\$889.60	
0010654	Mills, Tiara R	\$127.79	
0010224	Mohamud, Abdulkadir Y	\$642.52	
0010073	Monroe, Kimberly Ann	\$304.54	
0001141	Montero, Jorge Linares	\$30.59	
0001666	Moore, Chad E	\$10.00	
0001701	Moore, Clarenda Kay	\$348.58	
0010604	Moore, Erika Elaine	\$123.68	
0010802	Morris, Curtis Renard	\$179.53	
0002143	Moss, James C	\$112.64	
0010757	Mostilla, Jonathan Rudell	\$246.57	
0000710	Mourtat, Tabitha G	\$22.82	
0010407	Mummel, Crystal L	\$170.18	
0002352	Muongchanh, Adam	\$208.39	
0011210	Murphy, Jasmine Laresha	\$11.25	
0011175	Nelson, Veonca Lawon	\$10.00	
0000530	Nieto Quintana, Maria	\$1,285.29	
0010336	Nieves Bocanegra, Eric F	\$286.31	
0004785	Odom, Shelcha Rena	\$564.63	
0010687	Okleng, Safari K	\$131.71	
0001538	Oldham, Edward Ray	\$697.27	
0010581	Otey, Jeromie Devonte	\$11.25	
0010792	Pace, Eric Nathan	\$10.00	
0002876	Palk, Jerry	\$120.64	
0003131	Parker, Donnie Lamonte	\$511.94	
0000863	Paschall, Anthony Eugene	\$1,922.33	
0010621	Patterson, Luckie Starr	\$140.35	
0010615	Patterson, Tyla Dlease	\$57.99	
0011126	Pearson, Sherry Juquita	\$10.00	
0006827	Peebles, Tanya Michelle	\$200.76	
0003913	Peoples, Marvin A	\$340.55	
008000	Perkins, Alexander D	\$464.52	
0010948	Perkins, Melissa Denise	\$10.00	
0001486	Phasavath, Lydia L	\$346.93	
0002818	Philalom, Sisavath	\$981.70	
0002010	Phillips, Cheryl Corinne	\$26.62	
0005759	Phillips, Estelle Louise	\$623.10	
0011220	Phillips, Jason Anthony	\$71.80	
0001691	Pickle, Dawn Renee	\$10.00	

		Wage	Service
<b>Employee ID</b>	Name	Payment	<b>Payment</b>
0000505	Pierce Jr, Gerald Lee	\$1,140.14	
0004775	Pierce, Jerome	\$360.74	
0011027	Pittman, Dejuan Montez	\$57.54	
0010396	Pitts, Deontae Lamont	\$498.62	
0001367	Plain, Michael Anthony	\$102.08	
0010310	Pollack, Charlina Mae	\$215.03	
0001017	Porter, Donnell T	\$10.00	
0002394	Pruitt, Antonio Ladont	\$1,575.25	
0010209	Ramos, Joannie	\$231.27	
0010732	Ransom, Cordney L	\$19.25	
0002195	Ray, Rhonda Faye	\$334.15	
0010733	Ray, Tamika L	\$10.00	
0010368	Reed, Deborah Fay	\$270.43	
0010697	Rego, Surelys	\$28.05	
0010553	Reynolds, Devonte Lee	\$52.93	
0004151	Rhodes, Nathaniel Alengo	\$827.69	
0010647	Rivers, Reginald Maurice	\$109.89	
0002883	Robards, Dawn Marie	\$124.67	
0010983	Robinson, Quanita L	\$10.00	
0004401	Robinson, Topeka Shea	\$61.22	
0010874	Rodriguez, Daylet	\$98.93	
0000372	Rodriguez, Jose Israel	\$755.53	
0010991	Rucker, Carla N	\$48.23	
0001344	Rucker, Marcus L	\$841.46	
0010890	Rucker, Rhonda Denise	\$123.34	
0002083	Rutledge, Pamela Denise	\$144.55	
0010212	Salinas, Edward E	\$25.87	
0000630	Samples, Rhonda Renee	\$479.53	
0002835	Sanchez, Blossom	\$119.26	
0000992	Sanchez, Josefina	\$386.76	
0001366	Sanchez, Maria D	\$72.85	
0000303	Sanders, Bobby Dejanario	\$732.79	
0001748	Sanders, Christian Deron	\$141.10	
0001690	Sanders, Derrick L	\$168.07	
0000507	Sanders, Timothy J	\$61.20	
0001378	Santiago Rodrig, Alexander V	\$1,534.15	\$2,000.00
0010088	SANTIAGO, JULIO E	\$10.00	Ψ2,000.00
0002627	Sasour, George P	\$19.39	
0010230	Saysombath, Say	\$2,704.53	
0002387	Saytaypha, Phongsavath	\$959.36	
0010820	Searl, William B	\$72.66	
0000567	Sengdara, Bounleuth	\$20.42	
0003825	Sevilla, Jenny Yamileth	\$504.24	
0003623	Shanes, Frank James	\$105.12	
0010071	Sharfner, Lethia Tenae	\$1,106.45	
0005190	Sharpe, Katrina Monic	\$825.76	
	Shaw, Gary L		
0002067		\$49.34	
0010517	Shaw, Tameka Shaunta	\$38.36	
0000972	SHELTON, TIMOTHY C	\$340.51	
0000476	Short, Brian Keith	\$10.00	
0010306	Silva, Asy	\$100.74	
0001545	Simmons, Christopher Ale	\$56.17	

		Wage	Service
Employee ID	Name	Payment	Payment
0010839	Simmons, Nakia S	\$14.08	
0010442	Simpson, Mekos Tyrel	\$492.47	
0010162	Smith, Anquan Dominique	\$592.92	
0010421	Smith, Chelsea Danielle	\$76.33	
0003142	Smith, Irene Paulette	\$993.60	
0010881	Smith, Jason Brian	\$336.84	
0010623	Smith, Linda Marie	\$124.03	
0010723	Smith, Monee Yvette	\$18.51	
0010907	Smith, Ronisha L	\$65.32	
0002902	Soto, Alexander R	\$1,599.52	
0000881	Spain, Jeremy Allen	\$10.00	
0010862	Spencer, Shervonda Nicole	\$10.00	
0003141	Staten, Dashaun Yaphet	\$36.97	
0002572	Staten, Kiah Nicole	\$33.55	
0010778	Steele, Erica Danielle	\$115.94	
0001936	Stem, John Westley	\$189.04	
0001088	Steward, Gwendolyn L	\$1,607.67	
0002708	Stewart, Frezina Kai	\$578.38	
0010134	Stewart, Keyondra Michelle	\$210.05	
0010132	Stewart, Sidney A.	\$48.81	
0011168	Stone, Shandejha Andrea	\$10.00	
0002488	Sue, Shawn Raymond	\$1,220.35	
0000352	Surber, Jr, James C	\$4,079.91	
0000332	Swafford, Bonita Ann	\$611.50	
0000004	Tatum, Renita Darlette	\$10.00	
0001432	Taylor Jr, Walter Edward	\$1,299.47	
0010036	TAYLOR, JERMAINE ANDREA	\$10.00	
0010030	Taylor, Travis B	\$1,270.89	
0010015	TAYLOR-POOLE, STEPHANIE	\$239.76	
0002200	Tejada Maldonado, Edith Yanira	\$1,024.02	
	•	•	
0010769	Terrell, Reginald L THOMAS JR, JESSIE LEE	\$22.20 \$10.52	
0010186	·		
0000995	Thomas, Annette Denise	\$161.77	
0010302	Thomas, Charles R	\$469.68	
0001142	Thomas, Michelle	\$1,381.25	
0001835	Thomason, Rebecca Dawn	\$128.07	
0001239	Thompson, Barbara Sue	\$78.69	
0001900	Thongrivong, Mahn	\$400.16	
0000618	Tipton Jr, John Mack	\$1,396.08	
0000838	Townsend, Vilayvone	\$35.83	
0002401	Travis, Antonio Raynard	\$10.31	
0010388	Treadwell, Thomas Alan	\$156.24	
0001631	Trimble, Keith L	\$425.38	
0001987	Truesdale, Audrey Deion	\$10.00	
0002576	Truitt, Keshaun D	\$1,094.55	
0002531	Turner III, Lawrence	\$93.27	
0000375	Turner, Onisha N	\$333.99	
0001546	Tutt, Jeremiah	\$1,321.33	
0003732	Vale, Luis Gerardo	\$904.66	
9001206	Valencia, Rene B	\$1,295.98	
0000615	Vancleve, Carol M	\$130.61	
0000757	Vannoy, Christopher Lam	\$433.75	

		Wage	Service
Employee ID	Name	Payment	Payment
0001448	Vaughn, Joshua B	\$1,367.75	
0004784	Vaughn, Justin Allen	\$52.59	
0002730	Vaughn, Mark Edward	\$251.52	
0002371	Villa Alzola, Mariela	\$883.18	
0000140	Vinson, Jr, Billy M	\$799.60	
0000768	Vongphakdy, Mouny	\$10.00	
0001653	Walker, Jason H	\$1,118.12	
0002918	Walker, Shaun Anthony	\$1,195.39	
0010893	Wallace, Randall Scott	\$77.64	
0002748	Wallace, Secquoyah Chate	\$15.40	
0010456	Washington, Carmen C	\$10.00	
0010735	Washington, Damean E	\$24.87	
0001006	Washington, Micheka Janee	\$197.68	
0001447	Watkins, Jeffery J	\$201.09	
0000274	Watson, Melissa Jenean	\$1,019.51	
0000386	Watts, Bobby	\$1,429.06	
0000852	Weaver, Jerry L	\$4,641.97	
0003699	White, Bridgette Clari	\$30.40	
0000457	Whitsett, Suzanne	\$1,826.19	
0003171	Whitsey, Kenneth E	\$563.70	
0005070	Wilford, Patricia Ann	\$10.00	
0003136	Williams, Dennis Earl	\$747.12	
0004627	Williams, Kenyatta A	\$473.69	
0011212	Williams, Shanon Lashay	\$15.81	
0000149	Williams, Tony D	\$142.96	
0010576	Wills, Urshula Nicole	\$29.75	
0005200	Wilson, Brandon E	\$27.85	
0011037	Wilson, Mae Catherine	\$94.55	
0010194	Wilson, Marquita Denise	\$950.25	
0004138	Wilson, Richard C	\$11.24	
0000906	Winstead, Marquis Lamont	\$458.63	
0000925	Wofford, Jay V	\$78.23	
0002088	Wolaver, Chris R	\$10.00	
0001195	Wolters, Shannon Marie	\$121.88	
0000203	Woodard, Irene Francis	\$820.45	
0010960	Wright, Kourtney Lashawn	\$126.82	
0010685	Wright, Tony Orlando	\$21.81	
0000703	Wynters, Iris Denise	\$1,203.51	
0010363	Yarber, Travar Monte	\$490.48	
0010353	Younan, Ibrahim H	\$696.64	
0000388	Young, Corey L	\$69.76	

EXHIBIT 2 - Settlement Payments to Potential Opt-In Plaintiffs

		Settlement
Employee ID	Name	Payment
0002420	Aceves, Carolina Elizab	\$76.15
0003425	Aguilar Quijano, Blanca	\$10.00
0002986	Aguilera Jr, Macario	\$140.24
0000107	Alcoser, Rene Gama	\$10.00
0002684	Alvarez Alfaro, Noe	\$11.68
0001525	Amaya, Sayra Yolanda	\$17.40
0001000	Ambrocio, Magdi	\$18.42
0010408	Anderson, David John	\$10.00
0010087	Anderson, Jason Lane	\$219.46
0010123	ANDERSON, LAKENYA D	\$39.23
0000755	Angel, Gina	\$15.70
0000814	Antunez Campos, Daysan D	\$691.39
0010625	Argo, Eva L	\$147.18
0000566	Arroyo, Sheila	\$10.00
0002304	Ausbrooks, Kaleb Mathew	\$10.00
0000737	Avila Lemus, Jose F	\$85.08
0010376	Ayoub, Mena	\$10.00
0011064	Balboa, Roxanne Annette	\$16.24
0003311	Banegas, Jennifer A	\$10.00
0010265	Barch, Michael R	\$74.26
0011132	Barker, Precious Geojette	\$10.00
0010971	Barnes, Christopher J	\$145.15
0000081	Barradas Rivera, Bronce	\$102.02
0001380	Barrios, Patricia	\$13.01
0002470	Batey, Marcus Dewyane	\$268.49
0001255	Batey, Shandra Threase	\$10.00
0000654	Bautista, Antonio	\$235.61
0001350	Bayron Nater, Yanira	\$10.00
0010496	Beach, Timothy Shawn	\$21.57
0000227	Bell, Anthony D	\$32.98
0001186	Billingsley, Mark	\$90.45
0000855	Binns, Brenda	\$10.00
0003103	Blackburn, Rece Dewayne	\$80.95
0000509	Blevins, Brittany Jean M	\$10.00
0010561	Bogu, Amani Peter Awadal	\$59.67
0001107	Bohnert, Dale V	\$10.00
0010914	Boliboun, Samantha	\$20.12
0002212	Borrego Suarez, Andi	\$254.00
0010190	Braddy, Willie Ray	\$51.79
9001574	Bravo, Ana Rosa	\$194.23
0000222	Bravo, Saul	\$126.24
0001904	Brown, Ellery Maxwell	\$10.00
0010865	Brownlee, Shayldeon Talia	\$17.77
0010521	Buchanan, DeAndre Vodale	\$257.77
0010726	Buford, Renita Leann	\$10.00
0011133	Burden, Ricky	\$21.19
0001162	Burgos Rivera, Carmen R	\$10.00
0010400	Burton Gallaher, Beverly Leigh	\$10.00
0001632	Cabrera Santiag, Luis Rene	\$10.00
0001689	Calo Ortiz, Angel Luis	\$912.28
0002924	Camarena, Patricia	\$297.57
0000635	Campos Pinto, Roberto	\$197.47

EXHIBIT 2 - Settlement Payments to Potential Opt-In Plaintiffs

		Settlement
Employee ID	Name	Payment
0000217	Carmona Pavon, Maricela	\$459.82
0002998	Castille, Carlton	\$316.78
0003774	Castillo, Ashley Lee	\$10.00
0010334	Chamjock, Teasloach Yak	\$98.82
0000727	Chang, Johnson C	\$1,557.12
0000659	Chapin, Irvin Lee	\$46.17
0010559	Cheeks, Ashley Fredericka	\$10.00
0002580	Church, Tiffany Monique	\$53.57
0002013	Clark, Lynette Shirell	\$191.63
0001184	Coleman, Shandra Lasha	\$15.16
0002011	Collins, Joshua A	\$10.83
0001116	Collins, Latoya Yvonne	\$34.91
0000962	Corazon Xitumul, Jaime Lyonel	\$10.00
0010681	Craig, Jerome Eleck	\$10.00
0000613	Crawford, Tiffany Shandre	\$10.00
0001065	Cruz Sanchez, Adan	\$30.24
0002016	Cruz Tapia, Franchesca Enid	\$208.48
0011221	Curnutte, Steven C	\$100.52
0004233	Dailey, Stewart Luther	\$86.02
0001847	Dale, Paul T	\$1,084.28
0000660	Dang, Andy	\$59.33
0001539	Dargusch, Shauna Rhianne	\$27.54
0000665	Davenport, Stephanie R	\$10.00
0002246	Davis, Geneva Ruth	\$10.00
0011155	Dawson, Karl Ervin	\$23.47
0011154	Dawson, Phillip Lawrence	\$19.68
0000639	Domingo, Yesenia	\$812.64
000039	Dominguez, Hugo	\$248.89
0000320	Drakes, Jason Michael	\$84.41
0010966	Duke, Mario M	\$10.00
0011124	Duncan, Michael Paul	\$267.37
0000705	Dunn, Mary H	\$58.65
0010445	Durden, Christopher	\$25.52
0010846	Edwards, Ericka Jasiri	\$199.88
0001609	Escalante, Oscar	\$131.65
0000637	Espinosa, Rita	\$191.15
0000565	Estrada Hechava, Gloria M	\$10.00
0004573	Evans, Nicole Lakesha	\$10.00
0010679	Fadl Al Mawla, Abdo Khamis	\$146.75
0010936	Farmer, Rodney F	\$10.00
0001818	Fauntleroy, Monique	\$10.00
0003288	Ferguson, Cynthia Lynn	\$10.00
0010760	Fisher, Shawn Lavell	\$10.00
0003167	Fizer, Antawan D	\$215.31
0000406	Flores, Tereza D	\$218.94
0002600	Foreman, Kisha Nicole	\$10.00
0011020	Fouad, Amal Mamdouh	\$10.00
0011020	Fuqua, Lakendra Rochelle	\$294.63
0010428	Galarza Valdez, Servando	\$33.84
0001053	Galloway, Brooks L.	\$462.02
	GARANG, ABRAHAM C	
0010040 0002668	Garcia, Juana Eunice	\$23.02 \$55.73
0002000	Garcia, Juana Eunice	\$55.73

EXHIBIT 2 - Settlement Payments to Potential Opt-In Plaintiffs

		Settlement
Employee ID	Name	Payment
0004523	Gatewood, Cainan B	\$24.03
0010896	Gibson, Rory Dale	\$419.66
0000403	Gil Cerqueda, Gilberto	\$535.68
0010837	Golden, Nicholas	\$49.51
0010050	GONZALEZ JR, JUAN CARLO	\$27.48
0001582	Gonzalez, Blanca Estela	\$10.00
0000960	Gonzalez, Randal	\$10.00
0010355	Gooch, Latoya Chimaine	\$10.00
0010930	Graham, Whitney	\$368.57
0000720	Graves, Delbert W	\$481.52
0010716	Griggs, Christopher Jerode	\$272.72
0010842	Grizzard, Stephen E	\$11.51
0010632	Gross, Harold Glenn	\$10.00
0001247	Guerrero Arteaga, Maria	\$1,585.04
0000915	Guzman Hernandez, Ana Isabel	\$1,270.98
0003424	Guzman, Joel	\$10.80
0010826	Hall, Ashley M	\$33.17
0001872	Hallum, Kevin Wayne	\$1,000.21
0003626	Hamer, Frederick Eugen	\$19.97
0000371	Hamid, Ther Falah	\$10.00
0003934	Hardin, Terrica Sherrae	\$10.00
0010340	Harney, Alesha Lawanda	\$398.57
0010783	Harper, Kelvin Deandra	\$51.33
0010807	Harris, Porsche	\$11.97
0005078	Harris, Tymeria Lashawn	\$835.68
0000126	Harrison, Anthony Montrel	\$104.17
0010309	Hatcher, Michael James	\$253.42
0002670	Hayden, Latonya Yvette	\$36.25
0011099	Hayes, Charles Edward	\$12.18
0000748	Hayes, Romelous A	\$64.47
0010664	Hendricks, Michael Terriel	\$10.00
0010130	Hernandez Urenda, Leticia	\$565.96
0003051	Hernandez Vazqu, Dainier	\$57.97
0001022	Hernandez, Brittany Nicole	\$10.00
0003246	Hernandez, Edith J	\$10.00
0000392	Herrera Anido, Ines	\$10.00
0000266	Holland, Joseph Matthew	\$10.00
0010341	Holt, Kenyoshea Eugenia	\$10.00
9004924	Holt, Lakesha Darlyne	\$36.43
0010779	Horton, Bobby Lamont	\$18.00
0001574	Hussein, Farhiya Ahmed	\$37.90
0011189	Inis, Jerod Jermaine	\$10.00
0002525	Inta, Ngonh	\$10.00
0000330	Ishizu, Kendi Osamu	\$10.00
0010172	JARNAGIN, LARA KATHRYN	\$11.87
0001182	Jennings, Justin Ryan	\$10.00
0000199	Jertrudis N, Cortes Jiron	\$10.00
0010061	Jewell, Barbara R	\$522.10
0003025	Johnson, Corey Jerome	\$10.00
0001298	Johnson, Felisia R	\$10.00
0010483	Johnson, Thomas E	\$60.12
0010538	Jones, Melverine	\$10.00

EXHIBIT 2 - Settlement Payments to Potential Opt-In Plaintiffs

		Settlement		
Employee ID	Name	Payment		
0010880	Kajake, Karamba	\$198.99		
0011096	Keeble, Shatika Vonshay	\$10.00		
0010694	Kimbrough, Sonja Deanell	\$101.19		
0011117	King, Tammika Rochelle	\$22.01		
0011033	Kirk, Tiffanie Elizabeth	\$166.10		
0001165	Knight, Eric Norvell	\$10.00		
0000198	Lamb, Shannon	\$10.00		
0010809	Lax, Leanna A	\$273.89		
9000053	Lee, Thomas E	\$15.97		
0000169	Lemus Martinez, Marcelina D	\$10.00		
0000462	Lewis, Peggy Sue	\$10.00		
0000847	Licona, Damary Lili	\$10.00		
0000118	Liggett, Teresa Gale	\$10.00		
0011085	Lindsley, Marquesha	\$10.00		
0003426	Lopez Blanco, Juana V	\$953.06		
0001952	Lopez, Vannesa Ivette	\$191.89		
0010587	Loranca-Rizo, Guadalupe	\$18.67		
0000456	Love, Leslie Ann	\$10.00		
0011130	Lymon, Achelle C	\$20.13		
0002062	Mahoze, Antony	\$10.00		
0002121	Manning, Quentin C	\$368.09		
0000011	MARLOW, TAZEKA LYNETTE	\$10.00		
0000474	Marquez Roman, Yenemy	\$23.18		
0011047	Martin, Aurionne Jeane	\$40.91		
0001070	Martinez, Antonio	\$10.00		
0010154	MARTINEZ, SANDRA	\$10.00		
0001081	McClinton, Jerome Andre	\$38.24		
0010434	McCoy, Patrick Anthony	\$10.00		
0010439	McDonald, Jeffery Kyle	\$211.86		
0002308	McGee, Tyrone D	\$10.00		
0000204	McGill, Ray Allen	\$12.52		
0002754	McKissack, Chereka Nicole	\$209.95		
0010410	McMillan, Jacqueline D	\$11.18		
0001389	McNelson, Larry Recardo	\$10.00		
0000174	Mejia Resendiz, Rosio	\$230.91		
0000307	Menchaca, Felipe S	\$31.67		
0000920	Menchaca, Isabel	\$18.17		
0001444	Mendez, Damaris	\$1,187.53		
0003421	Meneses, Carlos A	\$10.00		
0010932	Middleton, Jennifer Karen	\$10.00		
0001839	Mihm, Patricia Ann	\$166.20		
0010969	Miller, Aaron L	\$77.95		
0010974	Mintlow, Darrel L	\$10.00		
0000711	Mitchell, Teresa Michelle	\$10.00		
0011169	Mize, Jessica Lynn	\$10.00		
0002482	Mohamed, Mahamud	\$1,100.85		
0002634	Molina, Laura	\$86.52		
0000326	Montalvo Sandov, Felix	\$10.00		
0001534	Montero Lara, Anabel	\$385.39		
0001901	Monterroso, Erika S	\$694.85		
0002066	Moore, Angela Renea	\$10.00		
0010121	Moore, Tammy Michelle	\$398.95		

EXHIBIT 2 - Settlement Payments to Potential Opt-In Plaintiffs

Employee ID	Name	Payment
0001425	Morales, Humberto	\$240.82
0001421	Morales, Juan Carlos	\$161.14
0001176	Murphy, Kala Elizabeth	\$128.10
0003550	Murphy, Reginald Demetr	\$270.13
0000297	Negron Torres, Jose D	\$10.00
0010245	Nelson, Vidal Marquize	\$93.07
0010248	Newman, Logan Brooke	\$35.76
0001795	Noum, Noy	\$49.15
0003354	Nourath, Dethphisith	\$301.99
0001724	Nunez Fuentes, Ada J	\$55.83
0000182	Nuricumbo, Daniel	\$443.31
0001494	NYKWACH, PASQUINA PETER	\$69.56
0011046	Omar, Veronica Leshay	\$44.15
0000197	Orrego, Eva	\$10.00
0003373	Ouanevima, Chone	\$10.00
0001755	Owen Jr, Charlie Marshal	\$454.48
0002009	Owen, Debra J	\$40.00
0001324	Owen, Derrick Anthony	\$10.00
0001993	Owens, Aimee Nicole	\$10.00
0010242	OWENS, HEATHER NICHOLE	\$10.00
0003829	Owens, Jasmine Denise	\$10.00
0002326	Pacheco, Erenio	\$1,011.76
0001267	Parker, Donald Eugene	\$539.40
0007200	Parsons, Jasmine	\$10.00
0001285	Patrick, Charles William	\$178.00
0003522	Patterson, Lanell Swink	\$10.00
0001764	Patton, Leonneice Lasha	\$23.56
0002486	Peach, Casey Joe	\$10.00
0003450	Pedroza De Angu, Ana Rosa	\$49.66
0000071	Pena Vega, Jesus Andres	\$10.00
0000596	Perez Nieves, Mariselys	\$10.00
0000782	Perez, Ofelia	\$321.16
0010379	Perry, Jason Durrell	\$631.66
0001953	Perry, Patrick Joseph	\$512.30
0000495	Phakham, Mixay	\$10.00
0010098	Phanasy, Sengchanthala Noy	\$123.75
0004670	Phathanak, Somsamone	\$10.00
0011097	Pinson, Darrius Miquell	\$10.00
0010469	Pittman, Charlette Monique	\$10.00
0010409	Ponce, Eva Angelina	\$16.79
0001434	Prince, Daryl G	\$346.72
0002288	Ramirez, Francis Sujey	\$1,065.22
0000471	Ramos, Eduardo	\$10.00
0000370	Rangel, Jennifer Ann	\$10.00
0001137	Rangel, Rebeca Lee	\$10.00
0005017	Rangel, Victoria Marie	\$117.69
0010389	Reyes, Felix	\$10.83
0010389	Reyes, Marissa	\$53.61
0010794	Richardson, William Lee	
		\$19.22 \$10.00
0000009	Rickard, Rebecca Ann	\$10.00 \$10.00
0010554	Rigney, Matthew James	\$10.00
0001617	Robinson, Kelnitra Laren	\$10.00

EXHIBIT 2 - Settlement Payments to Potential Opt-In Plaintiffs

Employee ID	Name	Payment
0010259	Robinson, Keo Moore	\$15.23
0001117	Rodas, Jennifer	\$149.91
0001693	Rodriguez Diaz, Glendymar	\$116.69
0004177	Rodriguez Parri, Ileana	\$760.72
0001627	Rodriguez, Aletha Amber	\$10.00
0001078	Romero, Sonia Esmeralda	\$10.00
0003154	Rondon Collado, Nestor Gabriel	\$258.25
0000309	Salazar, Reyes	\$409.88
0002781	Samples Jr, Christopher R	\$10.00
0001468	Sanchez Cabot, Emma	\$10.00
0002637	Sanchez Lara, Idiosvany	\$65.52
0010836	Sanford, Joshua	\$10.00
0000717	Santana, Gerardo L	\$1,425.27
0001103	Sedillo Pena, Jose Luis	\$10.00
0001215	Serakowski, Ronald Thomas	\$122.16
0000328	Serrano Cruz, Saul	\$10.00
0010825	Shyes, Yolanda Evette	\$132.26
0010042	SKINNER, AMBER MICHELLE	\$10.00
0003679	Smith, Danny Ray	\$10.00
0010566	Smith, Dawon	\$16.92
0000677	Smith, LaShona Raynett	\$58.12
0002543	Smith, Matthew Wayne	\$10.00
0000026	Smith, Steven Laurence	\$275.53
0002936	Smith, Victoria Knight	\$32.69
0001547	Smith, Vivian Denise	\$50.43
0001404	Smith, Zacharian	\$87.79
0003029	Solis Estrada, Jeydy Ramona	\$1,736.52
0010100	Souksengmany, Toune	\$145.45
0003609	Stallworth, Xavier C	\$15.63
0001974	Stalyon, Eddie Owen	\$2,470.84
0000017	STARKS, ANNTRANETTE LYNN	\$10.00
0000553	Strange, Robert Louis	\$10.00
0002259	Suazo, Nubia G	\$305.76
0002044	Sutherland, Jeremy Leroy	\$10.00
0011234	Sweat, Kanitra K	\$10.00
0003177	Sweeney, Jr, Gregory Antonio	\$41.63
0002650	Sykes, Wanda Gayle	\$10.00
0010817	Tate, Amber Danielle	\$10.00
0001024	Tavera, Adrian	\$324.27
0000971	Teletor M, Isabel	\$522.86
0003723	Thomas, Brandon M	\$21.32
0000148	Torres, Alejandro	\$155.59
0001975	Torres, Javier I	\$156.66
0011087	Toure, Tanisha Wendoyln	\$20.01
0002521	Trammell, Donald Levette	\$25.55
0011166	Turner, Davyd Montez	\$27.83
0010451	Turner, Victor Leon	\$389.86
0002284	Turner, Wendell G	\$632.75
0001961	Tzaquitzal, Cesar T	\$528.74
0000890	Valdes Valdes, Jorge Luis	\$10.00
0004441	Vaughn, Mitchell Obrien	\$46.64
0004753	Vela, Edson Emmanuel	\$1,500.56

EXHIBIT 2 - Settlement Payments to Potential Opt-In Plaintiffs

Employee ID	Name	Payment
0001770	Velasco Pena, Maria	\$10.00
0001171	Velazquez, Anthony	\$10.00
0000111	Velez Rivera, Julio F	\$224.82
0002223	Vongsak, Khanh T	\$10.00
0010982	Wade Dansby, Marquell D	\$17.76
0010801	Wade, Terena D	\$116.81
0011003	Walker, Tuyna Faye	\$89.05
0000219	WALL, MICHAEL SHAWN	\$63.27
0011052	Warren, Jasmonique D	\$75.05
0005598	Watkins, Dujuan Arieal	\$13.27
0004636	Watson, Johnny Tyrone	\$10.00
0003185	Wellman, Ryan Matthew	\$52.84
0002350	White, Candace Ann	\$13.81
0001143	White, Maria	\$95.83
0010114	Whitfield, Unique	\$42.11
0002324	Wiggins, Randy Lloyd	\$14.62
0003748	Williams, Daryl L	\$64.42
0010952	Williams, Nakesha N	\$10.00
0002764	Williams, Scott E	\$1,863.16
0000694	Williams, Sherita Lashete	\$10.00
0010767	Williams, Stormi M	\$44.62
0008317	Williams, Tyrone Quentez	\$10.00
0000828	Williford, Kodi Cordell	\$10.00
0002045	Willis, Angelia D	\$75.88
0002553	Wilson, Jerrod Eugene	\$193.03
0001015	Wilson, Kelvin Bernardo	\$488.56
0000661	Wright, Dustan	\$564.75
0010711	Wright, Tamika Lashawn	\$214.00
0011009	Yalew, Tamene A	\$147.88
0000206	Zapeda, Georgina	\$10.00
0000787	Zarate A, Francisco	\$810.23

EXHIBIT 3 - Ineligible Opt-In Plaintiffs to be Dismissed Without Prejudice

	1	
Last	First	Consent Form Filed
Alicea	Clara J	8/8/2013
Allen	Samuel P	
	Tommie	11/7/2013
Burns		12/27/2013
Carney	Andre Laumont	12/6/2013
Cedillo Pena	Daniel	12/30/2013
Chancey	Terrance L	12/18/2013
Chancey	Wanda Faye	12/19/2013
<b></b>		7/2/2013
Collins	Samantha	7/8/2013
Cunningham	Tomeka	11/6/2013
Dodson	James	1/6/2014
Flowers	Dorothy	3/19/2014
Fordham	Virginia	1/13/2014
Gonzalez	Tomas Alfaro	8/14/2013
Gonzalez	Maria Perez	6/17/2013
Gotierrez	Sergio A	8/14/2013
Guyton	Willie James	12/18/2013
Hamilton	Morgan Keyonna	12/18/2013
Harding	Melvin J.	11/14/2013
Hernandez Toro	Rita Maria	6/10/2013
Hurtch	Latasha S	7/18/2013
Jenkins	Christopher	7/1/2013
Johnson	Sharon	3/6/2014
Jones	Fremetrha	6/24/2013
Lampkin	Sonny	12/10/2013
Lockett	Irene	2/24/2014
Martinez	Miguel Peiro	6/17/2013
Mason	Darrell L	5/29/2013
Miranda	Marleni	11/14/2013
Moore	Elizabeth A	8/28/2013
Northcutt	Irwin	2/20/2014
Page	Stephanie	2/28/2014
Paris	George	5/28/2013
Patton	Nakita	11/27/2013
Phillips	Alvin	6/10/2013
Pollard	Tammy L	11/6/2013
Pritchett	Keith D	11/6/2013
Ramos	Ofelia	12/30/2013
Rivas	Naraso Antonio	11/12/2013
Roberson	L.C.	2/24/2014
Roberson	Patricia	2/24/2014
	Leunn (Irunn)	11/12/2013
Robinson Scott	Erica	6/10/2013
	Carlos A	
Serrano		8/8/2013
Tate	Sheketa	6/20/2013
Thomas	Cutrisha	5/31/2013
Thomason	Katheleen	5/31/2013
Ware	Zaneta	10/29/2013
Whitman	Michael	12/27/2013
Wilcox	Maurice	3/6/2014
Wilcox	Stephanie	3/6/2014
Williams	Kathy Jane	2/24/2014

### EXHIBIT 4 – NOTICE OF SETTLEMENT

# UNITED STATES DISTRICT COURT MIDDLE DISTRICT OF TENNESSEE

ALEXANDER SANTIAGO, ERIC  GIDDENS, On behalf of THEMSELVES  and All Others Similarly Situated,	
Plaintiffs )	COLLECTIVE ACTION
v. )	CASE NO. 3:13-cv-00426
STANDARD CANDY COMPANY, INC.	JUDGE SHARP MAGISTRATE JUDGE KNOWLES
Defendant. )	WAGISTRATE JUDGE KNOWLES

### NOTICE OF SETTLED FAIR LABOR STANDARDS ACT LAWSUIT

### I. INTRODUCTION

The purpose of this Notice is to inform you that you have the right to join a collective action lawsuit brought by hourly-paid workers against Standard Candy Company in which you may have the right to join, to advise you of the nature of the lawsuit and how it might affect your rights, and to provide information to you on the procedure for participating in this lawsuit if you qualify and so desire. This is your decision, and you have no obligation to participate in this lawsuit or respond to this Notice. A settlement has been reached by the parties to this case, which has been approved by Judge Kevin Sharp of the U.S. District Court for the Middle District of Tennessee. If you choose to join this lawsuit, you will be entitled to payment based on the settlement approved by Judge Sharp.

This Notice is for the sole purpose of determining the identity of those persons who wish to be involved in this settled case to recover wages Plaintiffs allege should have been paid. Although the United States District Court for the Middle District of Tennessee has authorized this Notice, the Court has taken no position regarding the merits of the claims contained in the lawsuit or Standard Candy Company's defenses.

### II. DESCRIPTION OF THE LAWSUIT

On May 3, 2013, a lawsuit was filed by Alexander Santiago and Eric Giddens in the United States District Court for the Middle District of Tennessee against Standard Candy Company, Inc. ("Standard" or "Defendant"), on behalf of themselves and other current and former employees of Standard Candy Company.

This lawsuit alleges that Standard Candy Company violated FLSA and Tennessee common law in two different ways. First (1), the lawsuit alleges that Standard Candy Company violated the FLSA and Tennessee common law by failing to pay employees for time spent

putting on and taking off their uniforms and other work-related gear before their paid shifts began and after their paid shifts ended.

Second (2), the lawsuit alleges that employees at Standard Candy Company had a 30minute meal break automatically deducted from their pay each shift, even though they were not able to take their full, uninterrupted 30-minute meal break. In other words, the Plaintiffs allege that employees regularly worked "off the clock" during meal breaks without pay.

This lawsuit seeks damages in an amount equal to the alleged unpaid and underpaid overtime wages, and straight time pay for all other non-overtime hours worked, and Plaintiffs have asked the Court to double the amount owed pursuant to the liquidated damages provision of the FLSA.

Standard Candy Company denies all the allegations in this lawsuit and denies that Plaintiffs are entitled to any relief. Standard Candy Company denies that Plaintiffs were required to perform any work for which they were not paid.

The Court has not ruled on the merits of the claims asserted in this lawsuit or on the denials and other defenses raised by Standard Candy Company.

### III. **COMPOSITION OF THE CLASS**

The named Plaintiffs sought to sue on behalf of themselves and also on behalf of other employees with whom they believe are similarly situated. Specifically, the Plaintiffs sought to sue on behalf of all employees who worked for Standard Candy Company as hourly employees in the Production, Maintenance, quality assurance, and/or Sanitation Departments on or after May 15, 2007.

### IV. YOUR RIGHT TO PARTICIPATE IN THIS SUIT

It is entirely your decision whether to join in this suit. You may join this suit or "opt in" by completing, signing, and mailing the enclosed Consent Form, postmarked on or before [INSERT 45 DAYS AFTER NOTICE IS MAILED], to Plaintiffs' attorneys using the enclosed self-addressed postage prepaid envelope.

If you fail to return the Consent Form to Plaintiffs' attorneys by [INSERT 45 DAYS AFTER NOTICE IS MAILED], you will not be able to participate in this lawsuit or the settlement of this lawsuit.

If you do not want to join this lawsuit, you do not need to do anything.

### V. EFFECT OF JOINING THE LAWSUIT

If you choose to join in the suit, you will be entitled to a payment that has been approved by Judge Sharp as part of the settlement of this lawsuit. If you do not join in this lawsuit or file a lawsuit of your own, the time limit for action on any unpaid wages or overtime claims will continue to run and may cause your claim to be barred by the statute of limitations.

The attorneys for the class plaintiffs are being paid on a contingency fee basis that has been approved by Judge Sharp. You will not owe the attorneys for the class plaintiffs any payment out of your recovery from the settlement.

By joining this lawsuit, you designate the class representatives as your agents to make decisions on your behalf concerning the litigation, the method and manner of conducting this litigation, the entering of an agreement with Plaintiffs' counsel concerning attorneys' fees and costs, and all other matters pertaining to this lawsuit.

### VI. EFFECT OF NOT JOINING THE LAWSUIT

If you choose not to join this lawsuit, you will not be bound by the Court-approved settlement of this matter. If you choose not to join in this lawsuit, you are free to file a lawsuit of your own. However, if you do not join in this lawsuit or file a lawsuit of your own, the time limit for action on any unpaid wages or overtime claims you will continue to run and may cause your claim to be barred by the statute of limitations.

### VII. NO RETALIATION PERMITTED

Federal law prohibits Defendant from retaliating against you in any way because you have exercised your right to join this lawsuit.

### VIII. NO OPINION EXPRESSED AS TO THE MERITS OF THE CASE

This notice has been authorized by Judge Kevin Sharp of the United States District Court for the Middle District of Tennessee solely for the purpose of notifying individuals of the lawsuit and the settlement of said lawsuit. The court has taken no position in this case regarding the merits of the Plaintiffs' claims or Standard Candy Company's defenses to these claims. However, the Court has approved the settlement of this matter as a settlement that results in a fair and reasonable recovery for the Plaintiffs who have joined this case and individuals, like you, who have the right to join the case.

### VIII. YOUR LEGAL REPRESENTATION IF YOU JOIN

If you choose to join this suit, your interests will be represented by the named Plaintiffs through their attorneys, as counsel for the class. Counsel for the class are:

David W. Garrison, Esq. Scott P. Tift, Esq. Seth M. Hyatt, Esq. Barrett Johnston, LLC 217 Second Avenue North Nashville, Tennessee 37201 615-244-2202

### IX. **FURTHER INFORMATION**

Further information about this Notice, the deadline for filing a "Consent to Become Party

Plaintiff," or Plaintiffs' co					btained 1	by writing	or telephoning
<b>STATES</b>	DISTRICT REGARDI	TS CONTE COURT. T NG THE MI ANDARD C	HE COURT	THAS TAI THE PLAI	KEN NO	) POSITIO S' CLAIMS	